

**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
COMMISSION DIRECTIVE**

ADMINISTRATIVE MATTER	<input type="checkbox"/>	DATE	<u>May 26, 2022</u>
MOTOR CARRIER MATTER	<input checked="" type="checkbox"/>	DOCKET NO.	<u>2022-60-T</u>
UTILITIES MATTER	<input type="checkbox"/>	ORDER NO.	<u>2022-377</u>

**THIS DIRECTIVE SHALL SERVE AS THE ORDER OF THE COMMISSION 30 DAYS AFTER
ISSUANCE June 27, 2022**

Directive Order Granting Class E Household Goods Certificate

SUBJECT:

Docket No. 2022-60-T - Application Upstate Moving & More, LLC for Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier.

COMMISSION ACTION:

I move that the Commission grant the Application of Upstate Moving & More, LLC a Class E Household Goods Certificate.

This Class E Household Goods Certificate grants Upstate Moving & More, LLC authority to provide motor carrier services as follows:

- Between points and places in South Carolina

We find that Upstate Moving & More, LLC is fit, willing, and able to provide the service to the public as requested.

The Company's maximum rates as filed on May 19, 2022, shall be posted on the Commission's website, and attached as Order Exhibit One. The Company's bill of lading as filed on May 16, 2022, is approved and shall be attached as Order Exhibit Two.

We find a Certificate shall be issued by the Office of Regulatory Staff upon Upstate Moving & More, LLC complying with S.C. Code Ann. Section 58-23-10, *et seq.* as amended and the applicable regulations for motor carriers, S.C. Code Ann. Regs. Vol. 10 (2012) as amended, and the requirements listed in Exhibit A which are attached to this Directive.

PRESIDING:
J. Williams

SESSION: Regular

TIME: 2:00 p.m.

	MOTION	YES	NO	OTHER	
BELSER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Present in Hearing Room
CASTON	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Voting via WebEx
ERVIN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Voting via WebEx
POWERS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Voting via WebEx

THOMAS

☐☐☐

Annual Leave

C. WILLIAMS

☐☒☐

Present in Hearing Room

J. WILLIAMS

☐☐☐

Not Voting

Sick Leave on Day of Hearing

RECORDED BY: J. Schmieding



EXHIBIT A

1. The Applicant, for the duration of operating pursuant to this Class E Certificate, shall notify the Commission and the Office of Regulatory Staff (ORS) in writing of any changes to Applicant's mailing and/or physical address, email, telephone numbers, or other contact information.

2. The Applicant shall file with Office of Regulatory Staff (ORS) the proper license fees, proof of liability insurance (Form E), and other information required by Sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the effective date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to the Applicant authorizing the motor carrier services granted herein.

4. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the effective date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Should the Applicant fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of the Applicant to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

Upstate Moving & More, LLC

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

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Upstate Moving & More, LLC

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Upstate Moving & More, LLC

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Upstate Moving & More, LLC

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by UPSTATE MOVING & MORE, LLC. These services are furnished between points and places in all counties in South Carolina.

Upstate Moving & More, LLC

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the UPSTATE MOVING & MORE, LLC office location, and stops when the last piece of furniture is unloaded.

If the destination location of the move is more than 50 miles from the office location, then a travel fee will be applied in the amount of ½ of the applicable hourly rate for the return trip back from the destination to the office.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$80.00
Three Men and a Truck	\$100.00
Each Additional Man	\$20.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

UPSTATE MOVING & MORE, LLC will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, UPSTATE MOVING & MORE, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

Upstate Moving & More, LLC

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$400
- Gun cabinet - \$90
- Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Baby Grand Piano's - \$450
- Upright Piano's - \$200
- Golf Carts - \$150

2.2 Elevator or Stair Carry

UPSTATE MOVING & MORE, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

UPSTATE MOVING & MORE, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

UPSTATE MOVING & MORE, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop, except as specified in Section 1.1 above.

Upstate Moving & More, LLC

2.5 Packing and Unpacking

2.5.1 UPSTATE MOVING & MORE, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 UPSTATE MOVING & MORE, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. UPSTATE MOVING & MORE, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

UPSTATE MOVING & MORE, LLC will move pianos in accordance with Section 2.1 Above.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of UPSTATE MOVING & MORE, LLC.

Upstate Moving & More, LLC

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 15 days of the move. UPSTATE MOVING & MORE, LLC must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, UPSTATE MOVING & MORE, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify UPSTATE MOVING & MORE, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 15 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

UPSTATE MOVING & MORE, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

UPSTATE MOVING & MORE, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

UPSTATE MOVING & MORE, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of

Upstate Moving & More, LLC

extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. UPSTATE MOVING & MORE, LLC will not accept responsibility for safe delivery of such articles if they come into UPSTATE MOVING & MORE, LLC's possession with or without UPSTATE MOVING & MORE, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of UPSTATE MOVING & MORE, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

UPSTATE MOVING & MORE, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

Upstate Moving & More, LLC

SECTION 4

4.0 PROMOTIONS

UPSTATE MOVING & MORE, LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens (senior citizen is an individual 60 years of age or older) that provide proper proof of same. Extra chargeable items will follow rates in Section 2.1. Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the UPSTATE MOVING & MORE, LLC office location, and stops when the last piece of furniture is unloaded. The hourly rates and charges are indicated below:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$75.00
Three Men and a Truck	\$95.00
Each Additional Man	\$20.00 per man/per hour

CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The Carrier of party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property (Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in custom warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such 'DSS c. damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and unpacking of such articles by the Carrier or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier's inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such a request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 15 days after delivery of the Property.

(c) Any Carrier or party liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any, Property transported by it and to take and place the same in storage at the charge and expense of Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier a responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in any way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment. Sec. 8 The owner or Consignee shall pay the advances, tariff oranges, packing and storage, if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment the prepayment of the charges. if upon inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 if this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading, the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for common law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.

UPSTATE MOVING & MORE

34 Pacific Avenue • Greenville SC 29605 • Phone 864-747-6110

No. 0043

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

CONSIGNEE TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

PREFERRED DELIVERY DATE(S)
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER,
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER PERSONAL CHECK
WILL NOT BE ACCEPTED

NOTIFY _____ TEL. _____
ADDRESS _____
RECEIVED _____
SUBJECT TO _____ ROUTING _____

GENERAL
CONDITIONS:

RATES, RULES AND REGULATIONS IN
TARIFF _____ SEC. _____

INVOICING

GOVT. B/L No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF. SHIPPER HEREBY RELEAS-
ES THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING _____ THE CARRIER'S LIABILI-
TY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials _____
PM PM Customers Initials _____

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE _____
SPACE RES. _____
EXCL. USE OF VEH. _____

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION	MILES			
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE)	ORIG.	DEST.		
EXTRA PICKUPS OR DELIVERIES: NO.	BY			
AT				
EXCESSIVE CARRY	ELEVATOR	STAIRS		
PIANO HANDLING: OUT	IN	HOIST		
ADD'TL. LABOR	MEN FOR	MAN HOURS		
WAREHOUSE HANDLING				
TRANSIT STORAGE: FROM	TO			
S.I.T. VALUATION CHARGE				

APPLIANCE SERVICES

ORIGIN DUE _____
DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE , FROM WHSE , ORIG , DEST	MI	QUANTITY
BARRELS	5	
CARTONS LESS THAN	1 1/2	
CARTONS	1 1/2	
CARTONS	3	
CARTONS	4 1/2	
CARTONS	6	
CRIB MATTRESS		
WARDROBES (USE OF)		
MATTRESS CARTON NOT EXCEEDING 39 x 75		
MATTRESS CARTON NOT EXCEEDING 54 x 75		
MATTRESS CARTON EXCEEDING 54 x 75		
CRATES	MIRROR CARTONS	
TOTAL PACKING		
TOTAL CHARGES	CHGE	PPD
C.O.D.	G.B.L.	TOTAL CHARGES

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY AND SERVICES
ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____

(WAREHOUSEMAN'S SIGNATURE)

DATE

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CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The Carrier of party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property (Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in custom warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such 'DSS c. damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and l:mpacking of such articles by the Carrier or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier s inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such a request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 15 days after delivery of the Property.

(c) Any Carrier or party liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any, Property transported by it and to take and place the same in storage at the charge and expense of Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier a responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier. and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the ware- house in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in my way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment. Sec. 8 The owner or Consignee shall pay the advances, tariff oranges, packing and storage, if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment the prepayment of the charges. if upon inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 if this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading, the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for common law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.